

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

247



FROM: Economic Development Agency

SUBMITTAL DATE:

June 7, 2012

SUBJECT: Van Horn Youth Treatment and Education Center – Architectural Services Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached owner/architect agreement between the County of Riverside and DLR Group Inc. dba DLR Group WWCOT of Riverside, California, in the amount of \$2,118,950 and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;

(Continued)

REVIEWED BY CIP

Christopher Hans
Christopher Hans

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY *Samuel Wong 6/6/12*
SAMUEL WONG

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 350,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Capital Improvement Program (CIP) funds to be repaid by County Development Impact Fees (DIF)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

Jennifer L. Sargent

County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: June 19, 2012
xc: EDA, Auditor, CIP, EO, Probation

Kecia Harper-Ihem
Clerk of the Board
By: *Amber Ellis*
Deputy

Prev. Agn. Ref. 3.14 on 2/1/11
3.43 on 12/16/08

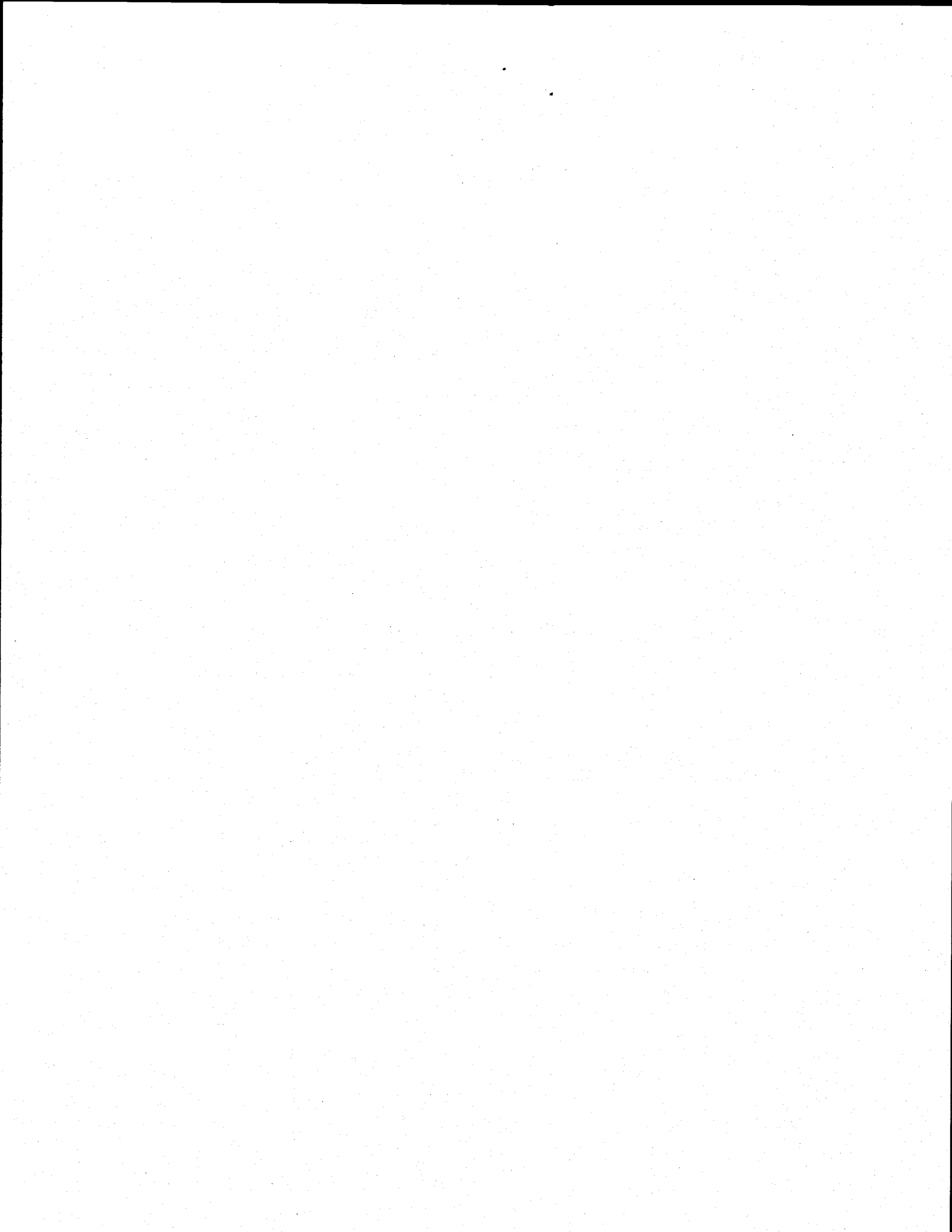
District: 1/1

Agenda Number:

3.16

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 DATE 6/5/12
 BY: *Marshall Victor*
 MARSHALL VICTOR
 Departmental Concurrence
 Chief Crogan
 Riverside County Probation Department
 Policy
 Policy
 Consent
 Consent
 Dep't Recomm.:
 Per Exec. Ofc.:



RECOMMENDED MOTION: (Continued)

3. Direct the Executive Office to transfer up to \$5,000,000 from Capital Improvement Program (CIP) funds to the Economic Development Agency (EDA) as needed, pursuant to contracts and billings received for the Van Horn Youth Treatment and Education Center (YTEC); and
4. Authorize EDA to incur any relevant and necessary costs essential to commencing the Van Horn YTEC project up to \$5,000,000 in accordance with applicable Board policies.

BACKGROUND:

On November 18, 2010, the County of Riverside received a conditional award from the State of California Corrections Standards Authority (CSA) in the amount of \$24,698,105 for the construction of a youthful offender rehabilitative facility.

On October 4, 2011, EDA advertised a Request for Qualifications (RFQ) regarding the selection of a firm to provide architectural services for the proposed project. The RFQ was distributed for the purpose of selecting the most qualified firm to provide architectural services for the Van Horn YTEC Project.

Per Board Policy H-7 and the Government Code, a selection committee was formed that included representatives from EDA and the Probation Department to review each firm's qualifications. After reviewing all of the submitted Statements of Qualifications, DLR Group WWCOT was selected as the firm best suited to provide the services.

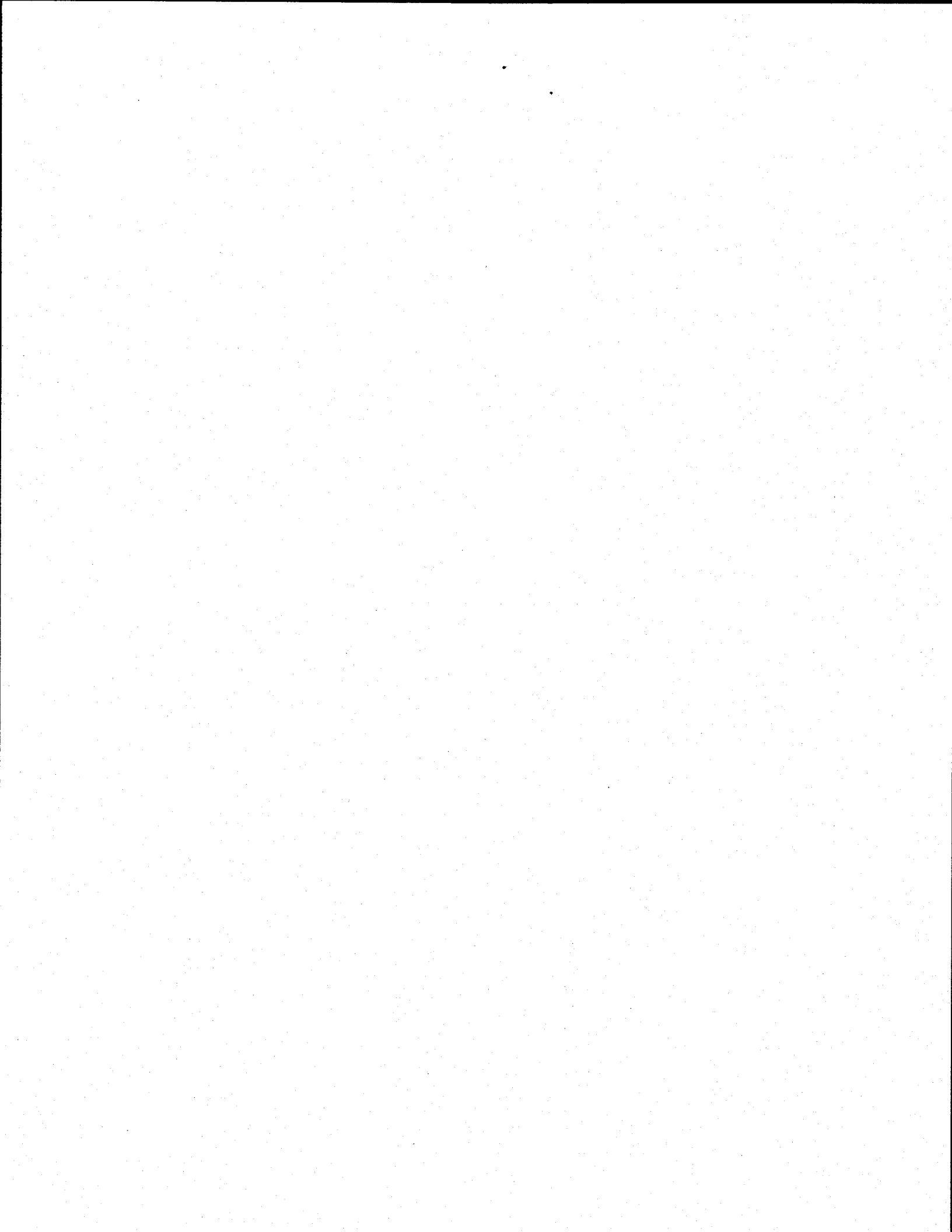
In order to fulfill the conditions of the funding awarded by the state and bring this project through design award and construction, it is necessary for the project team to incur costs such as project management, environmental document preparation, legal fees, real estate services, and miscellaneous consultant fees. These costs are to be reimbursed from CIP funds.

FINANCIAL INFORMATION:

The total project cost is anticipated to be \$32,947,045; of this \$24,698,105 will be funded through the State Financing Program, with \$5,157,440 provided by the County as a cash match, and \$3,091,500 provided by the County as an in-kind match. \$1,600,000 of the in-kind match is already provided by the current fair market value of the proposed project site, which is county owned.

Attachment:

Architectural Services Agreement





OWNER/ARCHITECT AGREEMENT

BETWEEN COUNTY OF RIVERSIDE

AND

DLR GROUP WWCOT

**VAN HORN YOUTH TREATMENT AND
EDUCATION CENTER**

PROJECT NO. FM08260000146

AGREEMENT FOR [ARCHITECTURAL] SERVICES

COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as the "County", and [DLR GROUP WWCOT] duly licensed as an [Architect] and/or [Architectural Professional Corporation] under the laws of the State of California, herein called "[Architect]", mutually agree as follows, effective as of _____, 2012:

DESCRIPTION. The [Architect] shall render [architectural] and engineering services for all identified phases of the project to the County, for which the County shall pay the [Architect], all as hereinafter provided, with relation to design and construction, under contract to be let on competitive bidding, of building and improvements, herein called "project", described and generally located as follows: [VAN HORN YOUTH TREATMENT AND EDUCATION CENTER, 10000 COUNTY FARM ROAD, RIVERSIDE, CA 92503].

II. **SCOPE OF WORK.** The [Architect] shall perform all services and other activities necessary to design and prepare construction documents ready to advertise and receive bids for the project in accordance with the terms of this Agreement and as outlined in the attached Exhibit "[A]", "B", "C", "D", & "E" incorporated herein and by this reference made part hereof.

III. **[ARCHITECT'S] SERVICES.** The [Architect] shall render the following services and related services as stipulated in Exhibit "[A]".

A. **PROGRAMMING/PRE-DESIGN:** Including developing from provided information a list of space allocations and room/outdoor area(s) space data sheets. Work under this phase to be completed per the attached Exhibit "E" – Project Schedule.

B. **SCHEMATIC DESIGN:** Consult with representatives of the County, examine site and surroundings, ascertain presently proposed and probable future functions and requirements of the project; prepare schematic design studies incorporating the program requirements including site plans, floor plans, elevations, sections and other drawings necessary to describe the project. Prepare an itemized preliminary budget for the project, including a construction cost estimate, estimates for essential or optional fixtures and improvements recommended for separate purchase or installation, including but not limited to such items as floor coverings, window equipment, and all items of cost necessary to the completion but not to be covered by construction contract. Prepare outline specifications in sufficient detail to permit an analysis of the proposed construction and building systems specified and a tabulation of both gross and assignable floor areas with a comparison to the initial program requirements. Submit schematic drawings and an estimated construction cost; make necessary revisions as required to meet the financial limitations and other needs of the County; submit a preliminary schedule for completion of the subsequent phases. Design studies shall accommodate

County's space standards and systems furniture needs as required. Work under this phase to be completed per the attached Exhibit "E" – Project Schedule.

- C. DESIGN DEVELOPMENT: Develop from the schematic analysis, as approved, and submit to the County preliminary site plans, floor plans, elevations, cross-sections and other necessary drawings and specifications, to fix and illustrate the size and character of the project, including applicable essentials as to kind and quality of materials, type of structure, mechanical, electrical and sanitary systems, interior design and other fundamental information; present for the approval of the County a construction cost estimate, a revised schedule for completion of subsequent phases, apply for and obtain any necessary, preliminary approvals of public agencies. Work under this phase to be completed per the attached Exhibit "E" – Project Schedule.
- D. CONSTRUCTION CONTRACT DOCUMENTS: Prepare detailed construction contract drawings, all related specifications and construction cost estimate; prepare other necessary contract documents, using forms provided by the County, to include general conditions and supplementary general conditions, instructions to bidders, form of proposal, agreement, bonds, and notice inviting bids. Assist County in applying for those permits and approvals typically required by law for projects similar to the one for which [Architect] services are being engaged. Complete final contract documents and submit them for approval, ready to invite bids, including any recommended alternate bid provisions and period for construction, accompanied in writing with any recommended adjustments in estimated contract price and other budget items and schedule for completion of subsequent phases; recommend time until receipt of bids, and for completion. Work under this phase to be completed per the attached Exhibit "E" – Project Schedule.
- E. BIDDING: Assist the County in the solicitation of bids by direct communication with contractors, by means of usual trade publications and through construction bid plan rooms. Reproduce and issue drawings, specifications and other contract documents for bidding purposes; prepare and issue to all prospective bidders any necessary addenda not later than a reasonable period before the time fixed to receive bids, and submit the same for approval of the County before award of the contract; consult with and make specific recommendations to County concerning responsibility of bidders and proposed subcontractors and concerning acceptance or rejection of bids and alternate bids; thereafter give timely recommendation to County to issue the "Notice to Proceed" to the contractor to commence construction; promptly investigate requests of contractor for substitution of "equals" and make reports and recommendations to County.
- F. CONSTRUCTION: Make periodic visits to the project and provide construction administration services and observation of the work to assist securing completion for general conformity with the contract documents including drawings and

specifications; without guaranteeing performance by contractors, observe compliance with contract requirements by contractors, and promptly notify County of uncorrected noncompliance, substantial delays and observed deviations from requirements of the contract; perform functions required of the [Architect] by the terms of this Agreement for [Architectural] Services; coordinate and cooperate with the Deputy Inspector or inspector provided by the County; interpret drawings and specifications; review and act on reports of results of materials and systems testing arranged for and paid by the County or contractor as provided in the contract documents; review and accept (or reject) all submittals by the contractor required by the contract documents including shop drawings, products, and data samples for conformance with design concept and contract documents; prepare a color and finish schedule and all revisions thereof; approve material samples for color and finish; recognize the need for, negotiate, and seek timely approval of change orders, specifying therein what, if any, additional time for completion is to be allowed on account thereof; review contractor's applications for payment and recommend certificates for payment, with full or partial withholding where circumstances so indicate; at completion stage make thorough and complete visual observations of exposed "to" view elements, report observed deficiencies and ascertain substantial compliance; thereupon, and not before, promptly report to County the fact of completion accompanied by notice of completion prepared for execution of County on form supplied by or acceptable to County's legal adviser; prepare and make all reports as required for local, state and federal agencies and obtain necessary approvals or other clearances thereon; file with County any required written warranties submitted by the contractor; based on [Architect's] observations during construction, review and report opinion of accuracy and completeness of record drawings as such pertains to information that [Architect] has knowledge of such as Change Orders, Addendum, Interpretations or Clarifications prepared by [Architect] and file with County the record drawings, and specifications prepared by the contractor and for which the contractor assumes sole responsibility for the accuracy and completeness thereof. The [Architect] shall not have the authority to stop the construction work for any reason. The [Architect] shall not have control or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractors, subcontractors, suppliers, or any other persons performing any of the work, or for the failure of any of them to carry out the Work in accordance with the contract documents.

- G. GUARANTY PERIOD: Consult with County's representatives and assist County in negotiations with contractors and subcontractors with reference to remedying defects of construction or unsatisfactory operation of the complete project or any of its parts, for a period of one year after acceptance of the project.

H. EXTRA WORK: Extra work shall be performed only when requested or approved by the County in writing, after written notice from the [Architect] as to the estimated cost thereof. Extra work shall include, but not be limited to:

1. Prepare planning surveys and special analyses of the owner's needs, in addition to the base requirements of the contract, to clarify requirements of the project when requested by the County.
2. Prepare measured drawings of existing construction when required for planning additions or alterations thereto.
3. Revising previously approved drawings or specifications to accomplish changes ordered by the County.
4. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.
5. Arranging for the work to proceed should the contractor default due to delinquency or insolvency.
6. Conducting an observation of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract, if requested by the County.
7. Preparing drawings and/or specifications for correction of defects of construction discovered after completion, or letting contracts or observation of construction thereunder, preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion, or the enforcement of guarantees or warranties.
8. Preparation of drawing for remodeling of existing facilities, if applicable.

IV. ARCHITECT'S COMPENSATION

A. Determination of Amount

1. For the services hereinabove required the County shall pay to the [Architect], in the manner hereinafter provided, a lump sum fee of two million one hundred and eighteen thousand nine hundred and fifty dollars (\$2,118,950) dollars, and shall be paid as provided in paragraph IV.C. Payment.

2. The Construction Contract Budget (which includes trade contracts and general conditions) has been determined by the County and until revised by the County shall be deemed to be twenty-five million dollars (\$25,000,000). The [Architect's] compensation in Section IV, A, I above, shall include design services necessary for the joint development of the information technology (IT) systems with the County's Information Technology Department.
3. If the accepted bid amount is higher or lower than the construction cost stipulated above, the [Architect's] fee will not be changed, except for increases in scope of work which will be compensated per terms outlined below in IV.B. Additional Services.
4. Authorized reimbursable expenses shall be paid at consultant's cost, plus 10%. Authorized reimbursable expenses are as follows, and shall not exceed: \$45,000 as stipulated in Exhibit "B" and are included within the overall proposed fee as stipulated in Exhibit "A".
 - a. Expenses for travel outside the Riverside County area provided, however, that such travel is authorized in advance by the County.
 - b. Expenses for postage of drawings and specifications.
 - c. Direct cost of models, renderings, prints, photographs or other reproduction authorized by the County.

B. Additional Services

1. Payments for additional services authorized by the Board shall be made upon acceptance of said services by the Assistant County Executive Officer/EDA and in accordance with one of the following as determined by the Assistant County Executive Officer/EDA:
 - a. By negotiation between County and [Architect].
 - b. By Hourly rates for time expended by [Architect's] personnel in accordance with Hourly Rate Schedule attached to this Agreement as Exhibit "C".
 - c. The [Architect] shall not be entitled to additional fee for deductive change orders nor shall his fee be reduced due to deductive change orders.
2. The compensation herein provided shall be full payment to the [Architect] for all services rendered by him and all persons engaged or employed by him in the performance of this agreement, and no additional payment or

reimbursement shall be made therefore or for any travel or other expenses incurred by the [Architect] or such persons, except as may be specifically provided in writing between the parties.

3. No deduction from the [Architect's] compensation shall be made on account of any sum withheld from a contractor.

C. Payment

1. The County shall pay the [Architect], upon his itemized statement (with backup documentation upon request), for completed and approved services under this agreement in the various phases. (See Exhibit "D"). The [Architect] shall be entitled to invoice monthly based on percentage complete of work.

a.	Programming/Pre-Design -----	\$ [105,947]
b.	Schematic Design -----	\$ [254,274]
c.	Design Development -----	\$ 423,790
d.	Construction Documents -----	\$ [741,633]
e.	Permit/Bidding -----	\$ [105,947]
f.	Construction Administration -----	\$ [444,980]

Invoiced in equal monthly installments from the start of construction.

g.	Close out -----	\$ 42,379
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Invoiced upon acceptance and approval of the following:

Punch list development and monitoring of completion of punch list items; collection of warranties; collection of operation and maintenance manuals; operations and security walk through; staff instructions/training (if desired); and preparation of record drawings (As-Builts).

- i. For extra work authorized by the County, the compensation shall be payable during the month following that in which the work was performed and approved by the County unless other specific methods of payment have been agreed upon between the parties.
2. County agrees that timely payment is a material part of the consideration of this agreement. The County shall review submitted invoices and within 14 calendar days of receipt notify [Architect] in writing of questions or

disputed amounts. Within 30 calendar days from the day the County receives an invoice, the County shall make payment of all amounts due, which have not been previously identified as a disputed amount and remain unresolved.

V. DUTIES OF ARCHITECT

- A. Upon execution hereof, the Architect shall proceed with the work in accordance with Exhibit "A", each phase shall be approved in writing by the County and a Notice to Proceed issued prior to commencing subsequent phases.
- B. The Architect's work on each phase shall be performed in such manner and form as will to the extent within the control of the Architect receive approval of any local, state or federal agency having jurisdiction to approve the same, and he shall furnish all architectural and engineering information and data necessary to meet the requirements of such agency or agencies in order to secure approval to construct the project or for financial aid in connection therewith, if requested to do so by the County. However, the Architect shall not be required to sign any documents, no matter by who requested, that would result in the Architect having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain.
- C. If the lowest responsible construction bid for the project exceeds the adjusted estimated cost of construction by 10%, the Architect shall, upon request from the County, revise the construction documents, without cost to the County, so as to bring the cost of the project within said adjusted cost estimate without program alteration, and shall prepare the necessary documents to invite further bids, and in a like manner shall furnish revised construction documents in the same manner initially required herein. However, if the County elects to award a construction contract even though the responsible low bid exceeds the adjusted estimated cost of construction, the Architect's fee shall not be increased. If bidding has not commenced within three months after the Architect submits the proposed contract documents to the County, any of the estimated cost of construction shall be adjusted to reflect any change in the general level of prices which may have occurred in the industry between date of submission of the contract documents to the County and the date on which proposals are sought.
- D. The Architect shall obtain employ or engage all engineers, consultants or other individuals or firm necessary to enable him to perform the services under this agreement through all phases of the project, and shall be responsible for their compensation, including but not limited to structural engineers, mechanical engineers, electrical engineers, civil engineers, and landscape architects.

- E. The [Architect] shall obtain and maintain during the term of performance of this Agreement workers' compensation insurance in accordance with statutory requirements.
- F. The [Architect] shall deal directly with the duly appointed Project Manager from the Facilities Management in all matters pertaining to the project construction.

VI. DUTIES OF THE OWNER

- A. The County shall make available to the [Architect] all information which may be requested in order to perform the services required of him under this Agreement, including space requirements, space standards, functions and uses proposed for all proposed occupancies. The [Architect] may rely upon the accuracy and completeness of all information provided by the County including, but not limited to surveys, tests, and reports. The [Architect] shall advise the County of any known errors, inconsistencies, or problems they may observe in such information.
- B. The County shall furnish the [Architect] with an engineering site survey and topography of the property upon which the project is to be constructed. Such survey shall be prepared by a licensed surveyor or registered civil engineer and shall indicate existing structures, land features, improvements, public utility and public service installations, elevations, boundary dimensions, easements and other matters usual to such surveys, and such other items as may be requested by the [Architect]. The survey shall be provided as soon as possible after award of the contract.
- C. The County shall pay all fees required by any state or federal agency for filing and checking any of the work of the [Architect] or [Architect's] consultants. The County shall also pay such fees as shall be necessary to secure building and related permits for the work from governmental agencies.
- D. During such portion of the construction period as the County deems necessary, the County shall provide and compensate the Clerk of the Works or other building inspectors, who shall provide code interpretation and compliance with the construction documents inspection.
- E. The County shall promptly consider and act upon such written requests or recommendations of the [Architect] as may be necessary to proceed with the progress of construction.
- F. The [Architect] shall provide background floor plans for systems furniture when the furniture is included in the project. The County shall engage a systems furniture consultant to work directly with the [Architect] to develop floor plans, including

requirements for electric power, lighting and communication systems in the project.

- G. The County agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the agreement between the County and the General Contractor.
- H. If the County's Project Manager observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the County to the [Architect].

VII. DOCUMENTS

- A. The Owner acknowledges that the [Architect's] reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the [Architect] they nonetheless shall in this instance become upon their creation the property of the County whether the Project is constructed or not. The County may use the design documents and the designs depicted in them, without the [Architect's] consent, in connection with the Project, or other County Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by County without the written consent of the [Architect] shall be at County's sole risk and without liability or legal exposure to the [Architect], and County shall indemnify, defend and hold the [Architect] harmless from any claims or losses arising out of such use of the design documents by the County.
- B. Upon completion of each of the Phases described in Exhibit "A", the [Architect] shall furnish to the County three (3) copies of all documents for that phase. Upon approval thereof by the County, the [Architect] shall furnish one reproducible set along with a CD in REVIT and ACAD of construction documents.

VIII. INSURANCE – Without limiting or diminishing [ARCHITECT'S] obligation to indemnify and hold the COUNTY harmless, [ARCHITECT] shall procure and maintain, or cause to be maintained at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. **Workers' Compensation:**

If [ARCHITECT] has employees as defined by the State of California, [ARCHITECT] shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County.

B. **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury and cross liability coverage covering claims that arise from or out of [ARCHITECT'S] performance of its obligations hereunder. Policy shall name, by Policy Endorsement, the County as Additional Insured. Policy limits shall not be less than \$2,000,000 per occurrence combined single limits. If Policy contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. **Vehicle Liability:**

If any vehicles or mobile equipment are used in the performance of the obligations under this Agreement, [ARCHITECT] shall maintain liability insurance for all owned, non-owned and hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If Policy contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall be endorsed to name the County as Additional Insured.

D. **Property (Physical Damage):**

All-Risk personal property insurance coverage for the full replacement value of all [ARCHITECT'S] equipment, systems, structures and improvements/alterations if any including property in the [ARCHITECT'S] Care, Custody, and Control used on County premises, or used in any way connected with the accomplishment of the work or performance of services under this Agreement.

E. **Professional Liability:**

[ARCHITECT] shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If [ARCHITECT'S] Professional Liability Insurance is written on a claims-made

basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and [ARCHITECT] shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage), or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement, or 3) demonstrate through Certificates of Insurance that [ARCHITECT] has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for as long as the law allows.

F. **General Insurance Provisions - All lines:**

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- (2) The ARCHITECT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, ARCHITECT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) ARCHITECT shall cause ARCHITECT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original

Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. [ARCHITECT] shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the ARCHITECT'S insurance shall be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ARCHITECT has become inadequate.
- (6) [ARCHITECT] shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) ARCHITECT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

IX. INDEMNITY AND HOLD HARMLESS – The [ARCHITECT] agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions of [ARCHITECT], its directors, officers, partners, employees, agents or

representatives or any person or organization for whom [ARCHITECT] is responsible, arising out of or from the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of [ARCHITECT] which are not design professional services, [ARCHITECT] shall indemnify Indemnitees whether or not [ARCHITECT] is negligent.

The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any act or omission of [ARCHITECT].

[ARCHITECT] shall defend and pay, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings based or alleged to be based on any act or omission of [ARCHITECT] arising out of or from the performance of services under this contract. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or omission of [ARCHITECT]. The duty to defend shall apply whether or not [ARCHITECT] is a party to the lawsuit, and shall apply whether or not [ARCHITECT] is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused by the sole active negligence of Indemnitees.

The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe [ARCHITECT'S] obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between the indemnity and defense provisions and California Civil Code Section 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

X. TERMINATION

- A. The County shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. Upon receipt of notice, the [Architect] shall immediately discontinue work and cancel all outstanding commitments for material, equipment or subcontractors that may be cancelled without undue cost. [Architect] shall notify County of commitments that cannot be cancelled without undue cost and County shall have the right to determine the best course of action. Subject to compliance with the foregoing and all other provisions of this Agreement, County shall pay to [Architect] reasonable and proper termination charges which shall not include anticipated profit. County shall be entitled to all material specifically accumulated for the work and included in the above costs. The County shall further compensate [Architect] for actual services

performed in accordance with this Agreement, through the date of termination. [Architect] shall provide documentation deemed adequate by County to show the services actually completed and costs incurred by [Architect].

- B. This Agreement may be terminated by either the [Architect] or the County upon seven (7) days written notice to the other party, in the event of substantial failure of performance by the other party or upon County's election to abandon or indefinitely postpone the project. Upon the giving of a notice to terminate by either Party, the other Party shall have the opportunity to cure the deficiency giving rise to the notice within such seven (7) day period. In the event the County elects to abandon or indefinitely postpone the project and gives such seven (7) day notice to [Architect] of termination, the County shall make a lump sum payment for all services performed to date of written notice a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually performed bear to the total services necessary for performance of this Agreement.
- C. Notwithstanding any of the provisions of this Agreement, the [Architect's] rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon the [Architect's] bankruptcy, or in the event of fraud, dishonesty, or willful or material breach of this Agreement by the [Architect] or at County's election, in the event of the [Architect's] unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, the [Architect] shall be entitled to no further compensation under this agreement except for services actually rendered, it being the intent that the [Architect] shall be paid as specified only during such period that the [Architect] shall, in fact, perform the duties hereunder.

XI. MISCELLANEOUS PROVISIONS

- A. Unless otherwise required by the County prior to commencement of the work in, the construction documents shall be prepared so that all of the work on the project will be executed under a single construction contract, but the County may request the [Architect] to provide for one or more alternate proposals whereby a reasonably severable portion or portions of the project may be bid as additive alternates in the event the County requests that any portion of the work be bid as additive alternates. The [Architect] shall not be entitled to any extra compensation for such work. If the additive alternates are let as separate construction contracts, the County and the [Architect] shall agree on the nature and extent thereof and additional services, if any, will be authorized the [Architect] in connection therewith.

- B. Unless otherwise specified by the County, soil and materials testing, usual and necessary for the proper performance of the [Architect's] work or the adequate construction of the project, shall be obtained by the County.
- C. The [Architect] shall consult with the County's legal adviser on legal matters affecting the County in relation to the drawings, specifications and contract documents and the relationship between County and contractor when requested by the County. The [Architect] shall submit for the County's legal advisers review, and correction if required, for approval as to legality or form, the contract documents and specifications (but not the drawings in the absence of a request therefor or of any specific legal problem therein), addenda (other than for correction of minor errors or minor omissions in the drawings or specifications), change orders and other documents which may have legal implications or legal consequences to the County. Such documents shall be submitted in time reasonably to permit their review and advice to the County before the County shall act thereon, and in sufficient quantity to permit said legal adviser to retain one copy thereof if he so desires.
- D. The Assistant County Executive Officer/EDA, or a designated assistant, shall represent the County initially in any informal discussions or conferences with the [Architect] preliminary to or not requiring the action of the County's governing body, unless the County shall designate some other person or persons for that purpose. A written summary of conclusions reached at any such conference may be required of the [Architect] by the County's representative.
- E. This Agreement shall not be assignable by the [Architect] as to any rights or duties thereunder without the prior written consent of the County, and any assignment attempted in violation of this provision, or any involuntary assignment, shall give the County cause to terminate and cancel this Agreement the same as for a breach thereof.
- F. Any notice or communication under this agreement shall be transmitted to the Assistant County Executive Officer/EDA or a designated assistant and to the [Architect] at the address shown under their signature, subject to change at any time by written notice from either party to the other.
- G. Release of Information to the Public: The [Architect] shall consider all information regarding the Project as confidential information. Any request for information from others shall be directed to the County.
- H. The following shall apply to all construction change orders:
1. Work performed by the [Architect] or his consultants to clarify or explain a detail or condition in the drawing and/or specifications, the work will be

considered an element of [Architect's] services and no payment for extra services will be made.

2. For other change orders required by the County, the [Architect] shall be paid in accordance with the provisions of section for Extra Work for the cost for the services performed, regardless of an additive or deductive price for the change order.

I. Construction Period Site Visits/Communication:

1. It is the intention of the County to schedule weekly job-site visits. There may be occasions when fewer will suffice. There may be occasions where more will be required. The [Architect] agrees either to be in attendance at these meetings, or alternatively to have his [architectural] consultant and/or those other consultants he considers to be appropriate in attendance.
2. The [Architect] shall be allowed the option of providing on site services in lieu of in-office services for the express purpose of expediting the interpretation of drawings, processing of shop drawings and processing of clarification requests. The additional on-site time shall not be interpreted by the parties as any increased responsibility for actual construction observation.

J. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Litigation arising from this Agreement shall be brought in California Courts. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

K. It is acknowledged by both parties that the [Architect's] scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the [Architect] or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the [Architect's] services, the [Architect] may, at the [Architect's] option and without liability for consequential or any other damages, suspend performance of services on the project until the County retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

L. Notwithstanding anything in this Agreement, the [Architect], including the [Architect's] subconsultants, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such

delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in its sovereign capacity, labor, material, equipment or supply shortage, or any other cause beyond the reasonable control of such party.

IN WITNESS HEREOF, the parties hereto have executed this agreement on

June 19, 2012
(to be filled in by Clerk of the Board)

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By Morrain Caven
Deputy

(SEAL)

OWNER
COUNTY OF RIVERSIDE

[Signature]
Chairperson, Board of Supervisors
John Tavaglione

ARCHITECT
DLR GROUP WWCOT

[Signature]
By

Princem
Title

William Joseph
By

PRINCIPAL
Title

4200 Latham Street, Ste H
Riverside CA 92501
Address

(951) 682-0470
Phone No.

6/19/2012
Dated

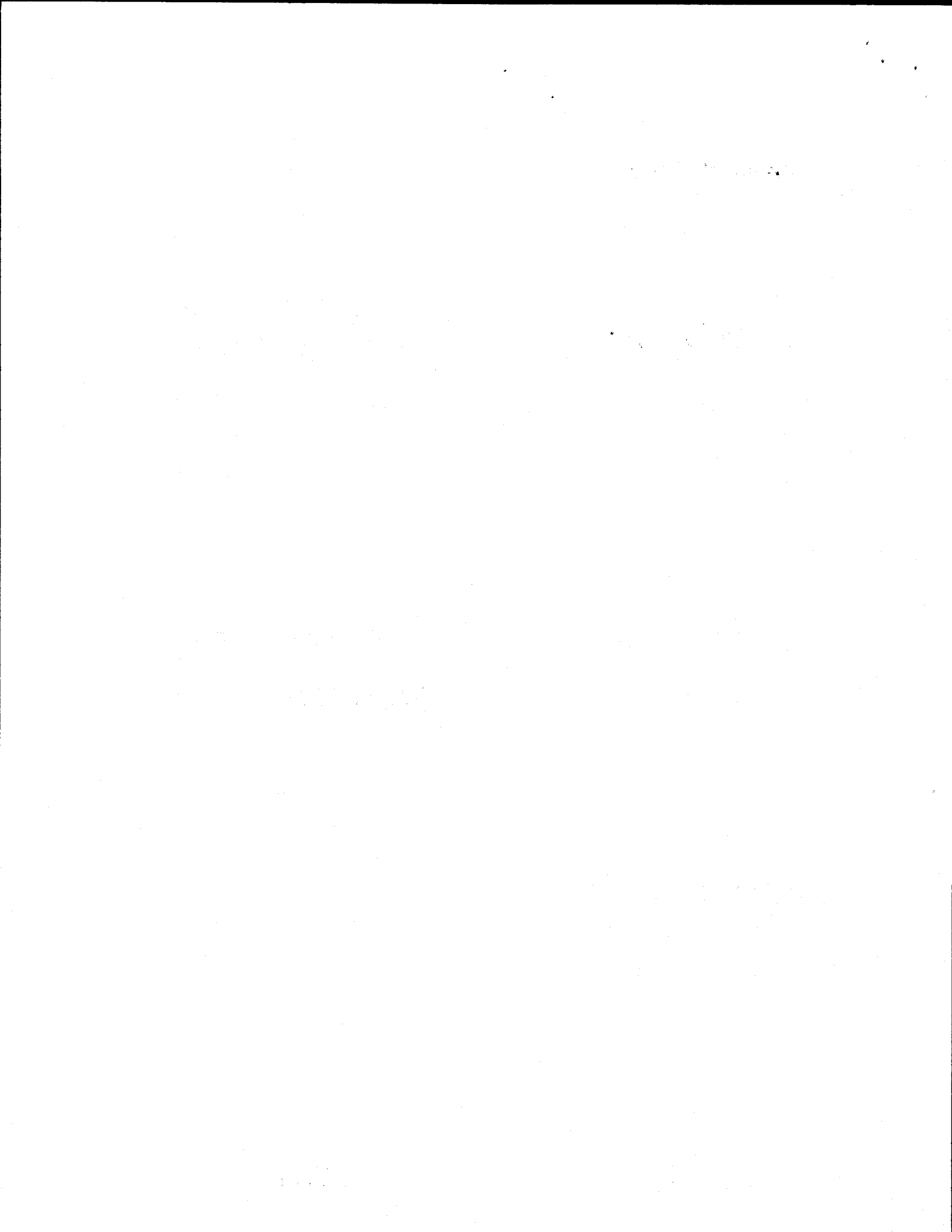


Exhibit "A"

March 1, 2012

4280 Latham Street
Suite H
Riverside, CA 92501

o: 951/682-0470
f: 951/682-1801
dlrgroup.com | wwwcot.com

Mr. Jason Plotkin
Project Manager – 1st District
Riverside County Economic Development Agency
3403 10th Street, Suite 500
Riverside, CA 92501

Re: Project Name: Riverside County EDA – Van Horn Youth Treatment Facility
DLR Group WWCOT Project No.: 75-12608-00
EDA Project No.: FM08260000146

Dear Jason:

Based on the Request for Qualifications dated September 29, 2011 and various meetings with you, we have developed the following proposal for professional services for the new Van Horn Youth Treatment Facility.

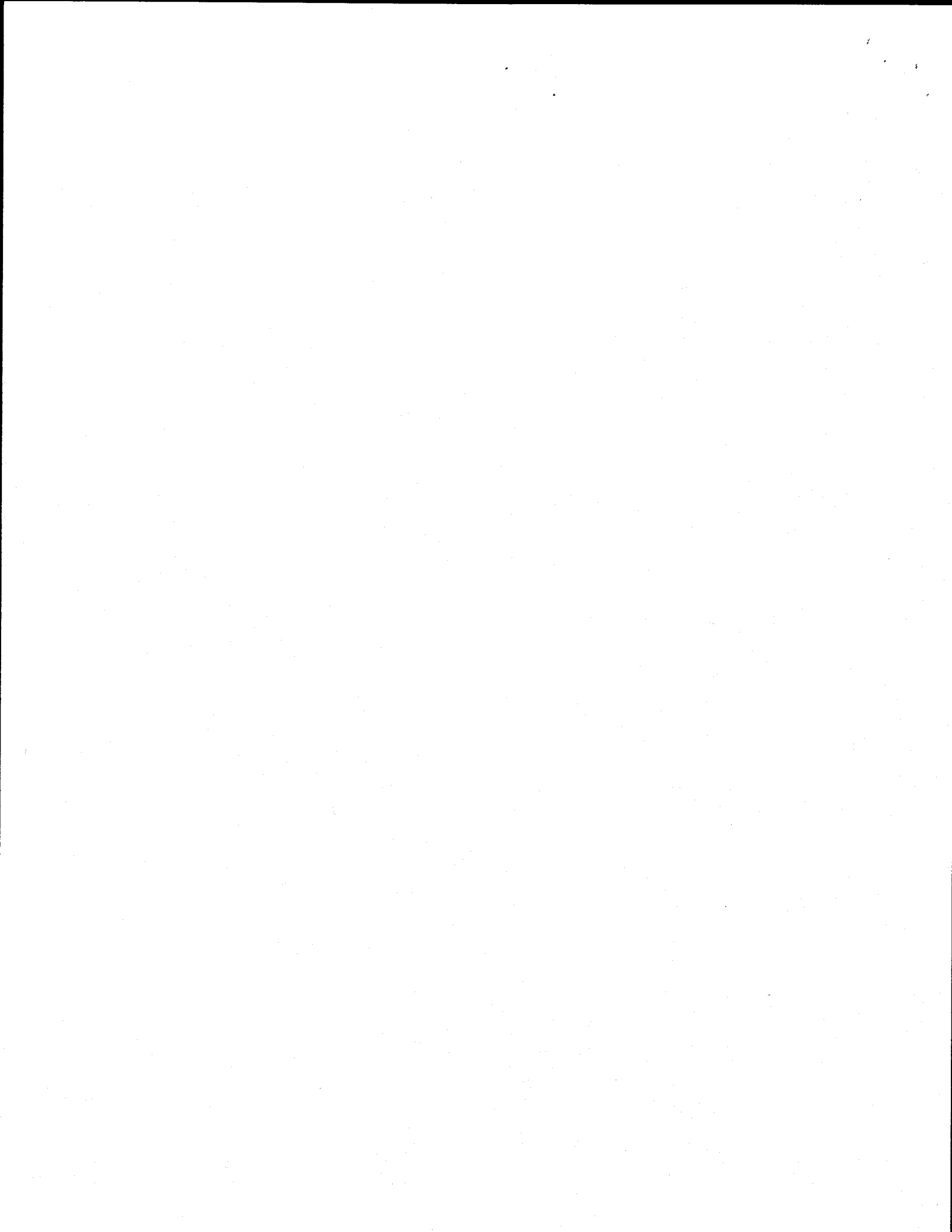
1.0 Project Description

The project will minimally encompass the construction of a new, approximately 60,000 square foot 100-bed secure treatment facility to be located at 10000 County Farm Road in Riverside California. The proposed new treatment facility will be comprised of five, 20-single cell living units (with potentially two future 20-single cell living units) and will include group and individual therapy rooms, vocational classrooms and workshop space, nursing and medical facilities, school classrooms, multipurpose conference rooms, kitchen and dining facilities, intake area with security room, maintenance and laundry facilities, administrative offices, and recreational space as required by the California Code of Regulations, Title 24. Through site analysis and the building program requirements, DLR Group WWCOT will site the proposed new building in the most optimal location. Though the RFP suggests constructing the new secured treatment facility behind the existing facility, it has been determined that the existing on-site probation facility will be demolished to make room for the new facility.

The design schedule for the project will begin in April, 2012. Design schedule will span 12 months, Public Agency review and bidding will span 5 months and construction will span 16 months.

1.2 It is our understanding the following services will be provided:

- Existing Building Assessment
- Program Development and Verification
- Site Research
- Preliminary Site Design / Planning
- Design to LEED® Basic without Certification
- Architectural Design:
 - Schematic Design (SD)
 - Design Development (DD)
 - Construction Documents (CD)
 - Specifications



- Permitting
- Bidding Assistance
- Construction Administration (CA)
- Close-out and Record Drawings

1.3 DLR Group WWCOT's services will include the services of Building Assessment, Programming, Civil, Survey (limited), Structural, Mechanical, Electrical, Plumbing, Landscape, Food Service, Security, Energy Modeling, Construction Administration, LEED charette/check list review and Cost Estimating services.

1.3.1 The services of a Construction Cost Estimator will provide a statement of probable construction cost at the onset of programming, upon completion of the 100% schematic phase, 100% completion of design development documents, at 90% completion of construction documents and immediately prior to issuance of the Notice of Inviting Bids. All work completed on this project shall be in conformance with California Prevailing Wage rates.

1.3.2 The landscape architect will design the hardscape, softscape and irrigation system for the site. They will provide planting and irrigation plans, soils management plan, landscape maintenance plan, specifications, participate in LEED charette, perform construction observation, attend meetings with the design team and EDA and provide record drawings. It is assumed no rework of the existing ball fields will be required.

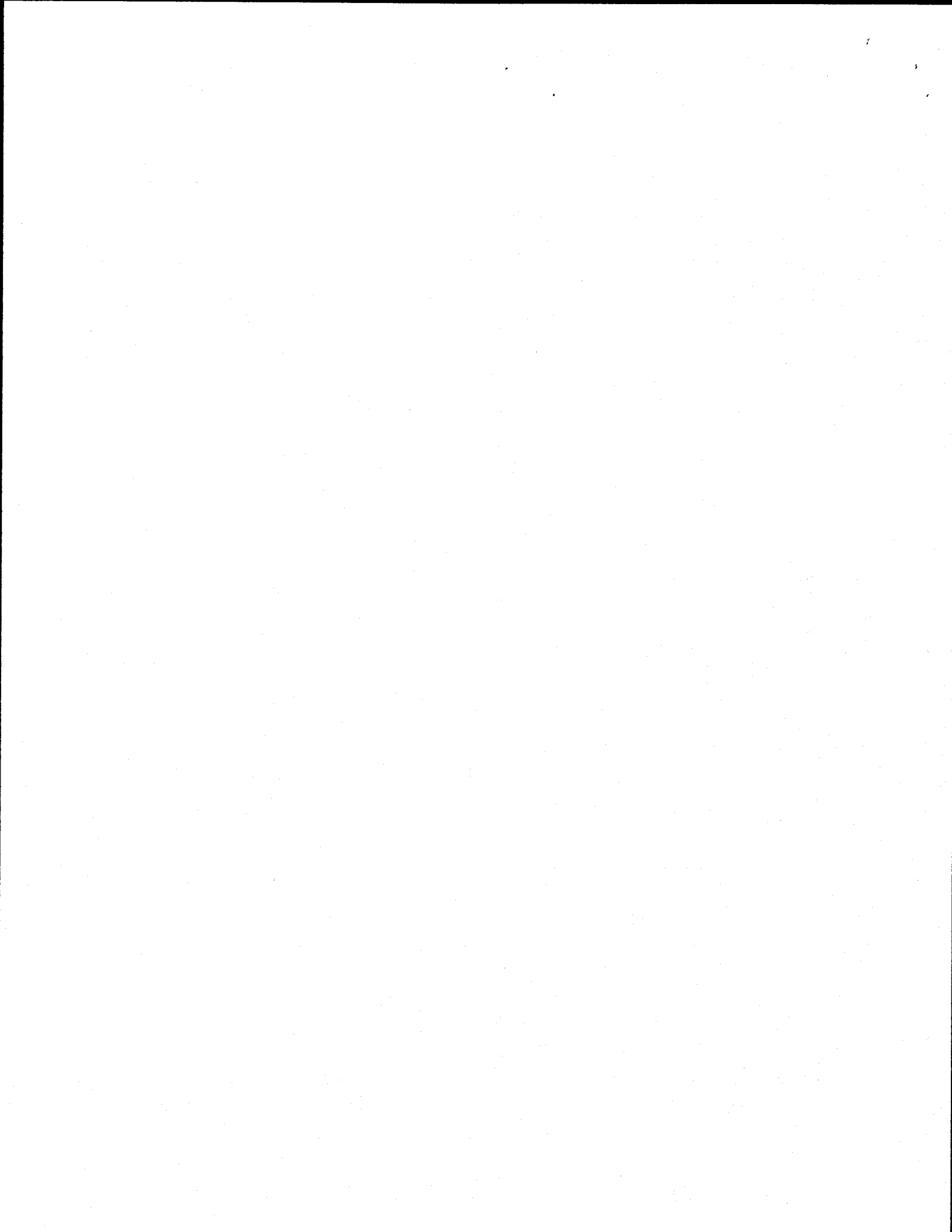
1.3.3 The civil engineer will provide drawings for deconstruction of existing building as required, establish the final pad elevation of the building, finish grading around the building and parking lot, and site improvements including curb, gutter, sidewalk and street/road improvements for the total property frontage. Traffic analysis/design or signalization of the intersection is not included in this scope of work. They will provide preliminary and final water quality management plan, conceptual site studies, conceptual and precise grading plan, street improvement plan, public water plan, public sewer plan, onsite private utility plan, storm water pollution prevention plan, horizontal control plan/parking lot striping plan, specifications, participation in LEED charette, construction administration, final site inspection, attend meetings with the design team and EDA, coordination and meetings with public agencies and record drawings.

1.3.4 The civil engineer will use the site survey provided by EDA for the use of the design team to delineate existing surface improvements, the boundaries of the site parcels, document existing utility infrastructure, prepare a base map and document all findings.

1.3.5 The civil engineer will verify compliance with SWPPP, PM10 and WQMP.

1.3.6 Security Design - Security design will include the following systems;

- PLC Electronic Detention Monitoring and Control Systems
- Computer Control Station
- CCTV Video Surveillance
- Intercom and Paging system
- Uninterruptible Power Source
- Communications Horizontal Cabling (Telephone and Data)
- Cable Television System
- Digitally Addressable Fire Alarm System
- General Detention Work Requirements
- Detention Hardware



- Security Hollow metal Doors and Frames
- Security Glazing

1.3.7 Energy Modeling – Provide energy modeling to include the following:

- PD phase – During the LEED charrette establish energy goals and metrics to evaluate performance of design. Set criteria on building operations and anticipated usage patterns by surveying facility end users.
- SD phase – Schematic level energy modeling analysis to meet energy goals.
- DD phase – Build a detailed energy model and continue to evaluate energy conservation efforts in concert with Title 24 compliance and project goals.
- CD phase – Fine tune detailed energy model.
- CA phase – Follow through during construction to ensure energy related items are installed as per specifications. Review construction change order's impact on energy model.

1.4 DLR Group WWCOT will process the construction documents through the Riverside County EDA Design and Construction Division and Riverside County Fire Department for their review and approval. DLR Group WWCOT will process the construction documents through Correctional Standards Authority (CSA) for review and approval at each phase required by SB81.

2.0 Scope of Work

2.1 Program Development (PD) and Verification/Site Research

2.1.1 Determine assignable and gross square-footage space requirements with Riverside County representatives.

2.1.2 Identify circulation assumptions.

2.1.3 Determine internal and external department adjacencies

2.1.4 Determine location of departments' relationships.

2.1.5 Identify architectural, mechanical, electrical, security and plumbing requirements necessary to achieve a functional facility.

2.1.6 Identify any special requirements such as ceiling heights, floor loading conditions, temperature controls, acoustics, lighting, air exchanges, and security.

2.1.7 Update site survey.

2.1.8 Prepare a statement of probable construction cost at the onset of programming.

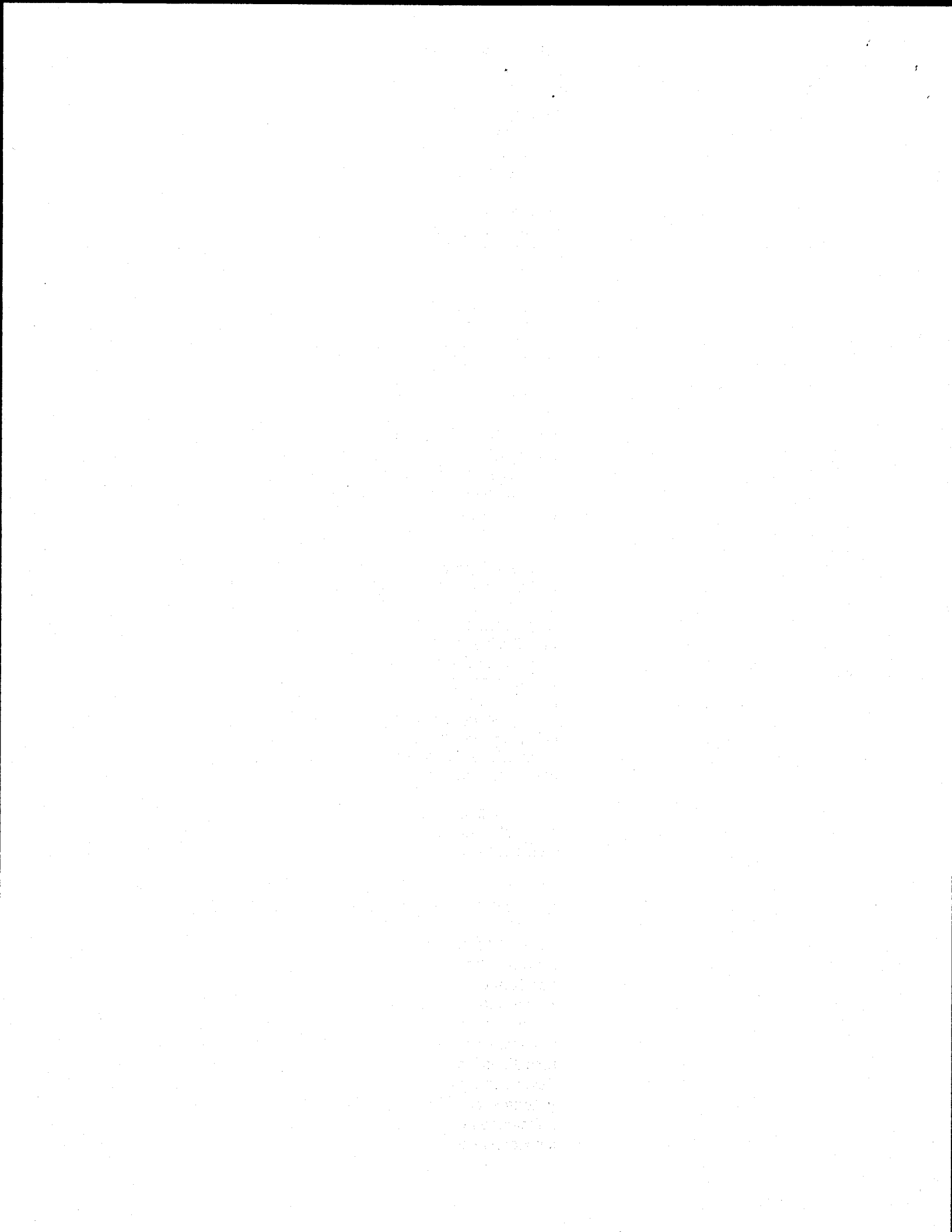
2.1.9 Submit documents to Corrections Standards Authority per SB81 requirements.

2.1.10 Develop detailed staffing plans.

2.2 LEED® Charrette / Sustainability Goals

2.2.1 Facilitate a Sustainability Design Workshop / LEED® Charrette session for the project with stakeholders, EDA and consultants to identify the sustainability goals for the project.

2.2.2 Prepare a Summary Report on the outcome of the LEED® Charrette session.



2.2.3 Coordinate Sustainability goals with consultants.

2.2.4 Provide Energy Modeling of building model for Sustainability purposes.

2.3 Schematic Design (SD)

Utilizing the approved program produced from the comments received from EDA and the project stakeholders during the program development phase, we will develop the design of this project. Our services during this phase include the following:

2.3.1 Coordinate the functional and circulation aspects of the floor plan.

2.3.2 Prepare a schematic floor plan for your review and approval.

2.3.3 Coordinate a preliminary site plan with the Civil Engineer and Landscape Architect.

2.3.4 Prepare a statement of probable construction cost at 100% completion of the schematic design phase.

2.3.5 Submit SD documents to EDA for review.

2.3.6 Submit documents to Corrections Standards Authority per SB81 requirements.

2.4 Design Development (DD)

With the intention of further refining the Schematic Design to incorporate the various building systems, details and design requirements as provided by you, our services during this phase will include the following:

2.4.1 Establish the final design for all architectural systems and coordinate with our consultant team.

2.4.2 Establish the final design for the structural system.

2.4.3 Establish the final design for mechanical and plumbing systems.

2.4.4 Establish the final design for electrical systems.

2.4.5 Establish the landscape design requirements.

2.4.6 Establish the civil engineering requirements.

2.4.7 Establish the Food Service requirements.

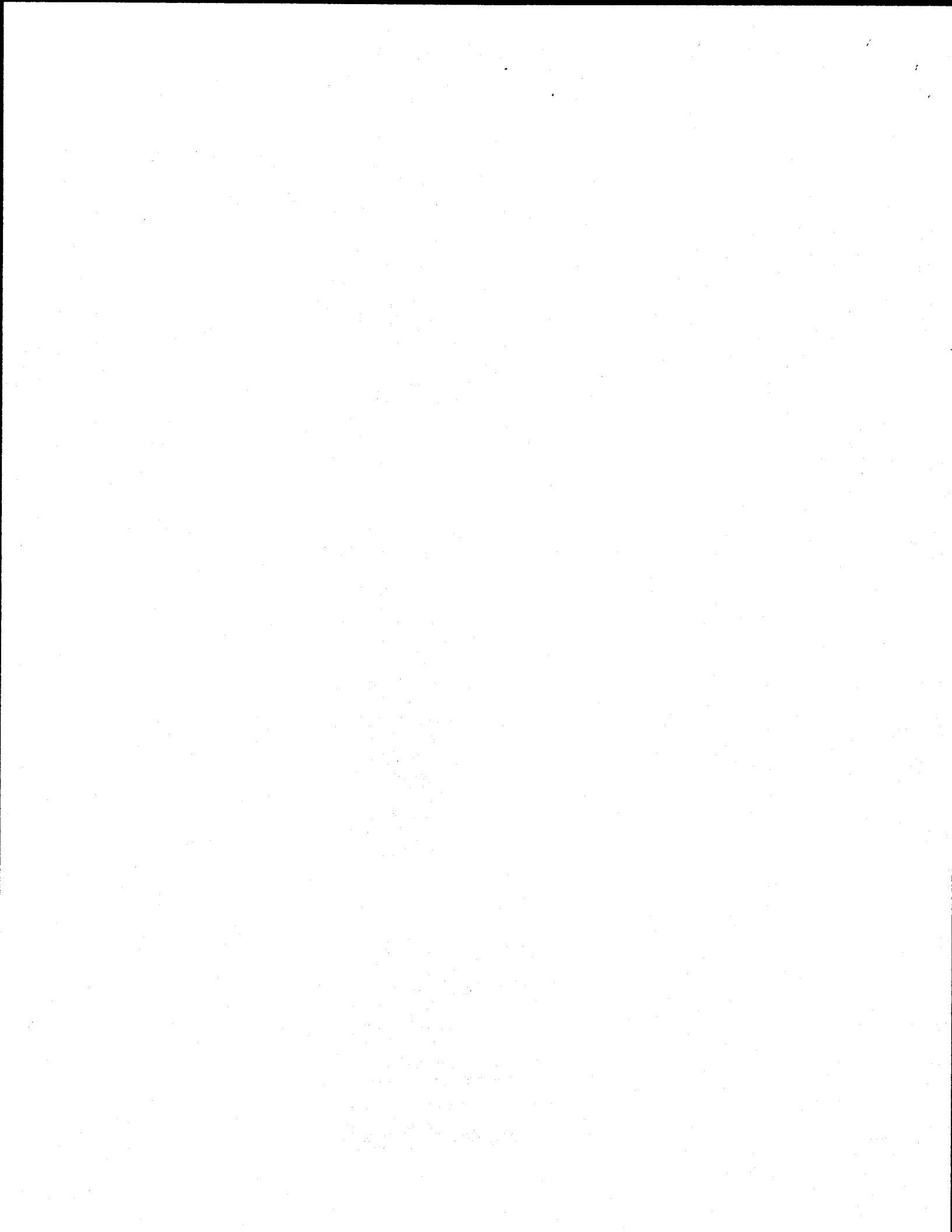
2.4.8 Establish the final design for security systems.

2.4.9 Coordinate the final design of the site improvements.

2.4.10 Upon your approval, review the Design Development drawings with the various agencies having jurisdiction and make modifications as required.

2.4.11 Prepare a statement of probable construction cost at 100% completion of the design development phase.

2.4.12 Submit DD documents to EDA for review.



2.4.13 Submit documents to Corrections Standards Authority per SB81 requirements. The staffing plan will be submitted at this time.

2.4.14 Develop an Outline Specification for EDA review and approval.

2.5 Construction Documents (CD)

With the intention of developing documents for the bidding and construction of the project, our services will include the following:

2.5.1 Prepare final architectural drawings, specifications and bidding documents. EDA to provide Division 0 documents and EDA approved Division 1 documents for incorporation into the project specifications.

2.5.2 Prepare final structural drawings, specifications and bidding documents.

2.5.3 Prepare final mechanical and plumbing drawings, specifications and bidding documents.

2.5.4 Prepare final electrical drawings, specifications and bidding documents.

2.5.5 Prepare final security drawings, specifications and bidding documents.

2.5.6 Prepare final food service drawings, specifications and bidding documents.

2.5.7 Prepare final landscape design drawings, specifications and bidding documents.

2.5.8 Prepare final civil engineering drawings, specifications and bidding documents.

2.5.9 Coordinate final CD comments from EDA with drawings, specifications and bidding documents.

2.5.10 Prepare a statement of probable construction cost at 90% completion of the construction document phase and at 100% completion of the construction document phase.

2.5.11 Submit documents to Corrections Standards Authority per SB81 requirements.

2.5.12 Prepare Final Specifications for EDA review and approval.

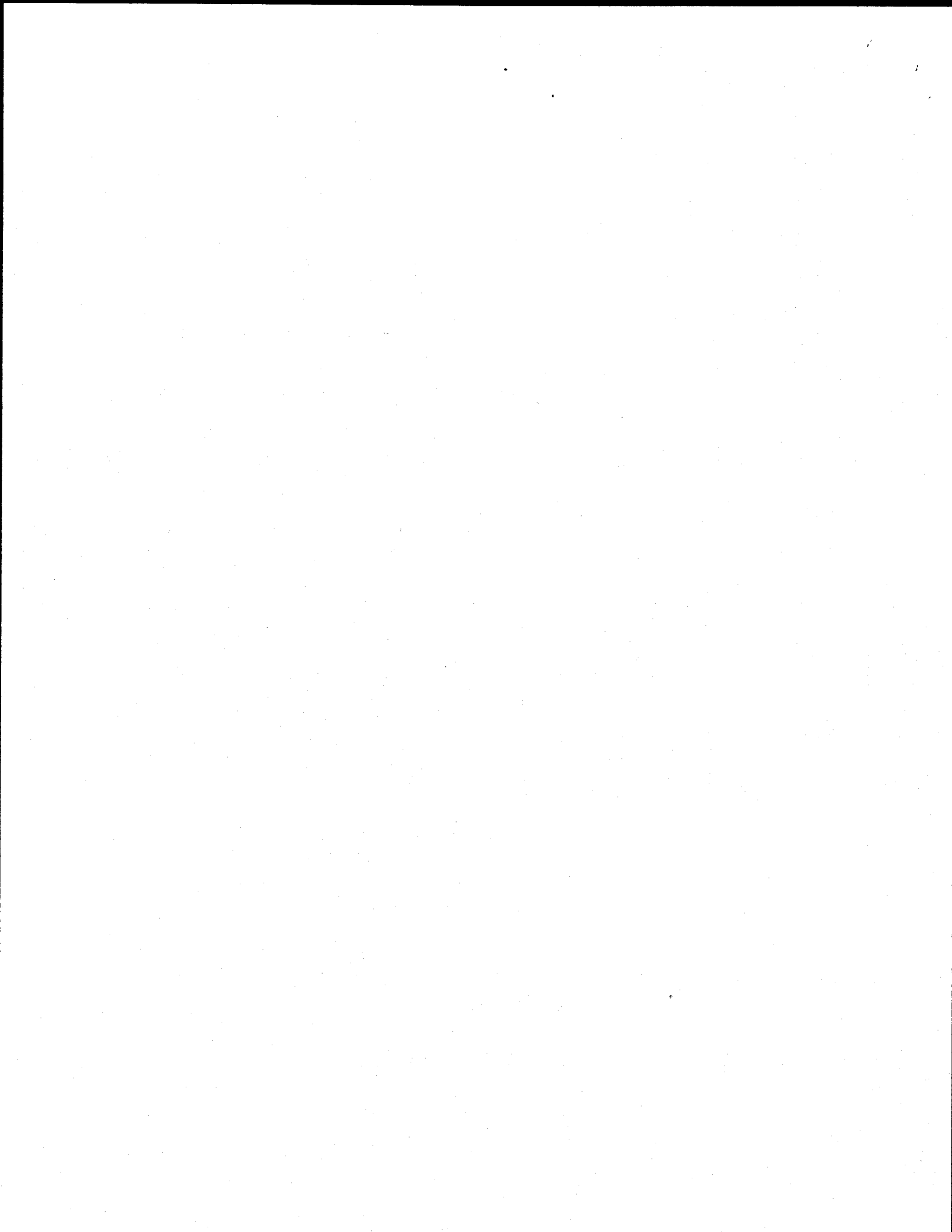
2.6 Permitting

With the intention of EDA obtaining plan check approvals and a building permit, our services during this phase will include the following:

2.6.1 Provide technical assistance to you in obtaining approvals from public agencies having jurisdiction over the project.

2.6.2 Process through the Riverside County EDA Design and Construction Division and the County of Riverside Fire Department for review and approval.

2.6.3 Process through CSA and the California State Public Works Board.



2.7 Bidding Assistance

With the intention of assisting you in negotiating a contract for construction with the General Contractor, our services will include:

- 2.7.1 Provide technical assistance to you in bidding the various elements of the construction contract.
- 2.7.2 Provide technical assistance for the mandatory bid walk for the perspective bidders.

2.8 Construction Administration (CA)

With the intention of administering the construction process, our services during this phase will include the following:

- 2.8.1 At a pre-construction meeting DLR Group WWCOT will establish the methods for administering the construction process with the General Contractor, the various subcontractors and EDA.
- 2.8.2 Provide bi-weekly on-site observation visits by a representative of the Architect with the intention of assisting you and the General Contractor, and in determining the General Contractor's compliance with the contract documents.
- 2.8.3 Provide periodic on-site observation visits by a representative of the Civil, Mechanical, Electrical, Plumbing Engineers, Security and Landscape Architect with the intention of assisting you and the General Contractor, and in determining the General Contractor's compliance with the contract documents.
- 2.8.4 Provide the General Contractor with technical assistance in reviewing shop drawings and submittals.
- 2.8.5 Issue clarifications as required for the progress of the project.
- 2.8.6 Review applications for payment by the General Contractor.
- 2.8.7 Upon completion of the project, develop, with the General Contractor, a final punch list of all items to be completed.

3.0 Site Survey

3.1 At the request of Riverside County EDA, DLR Group WWCOT will update the existing site survey. The site survey work may include the following tasks:

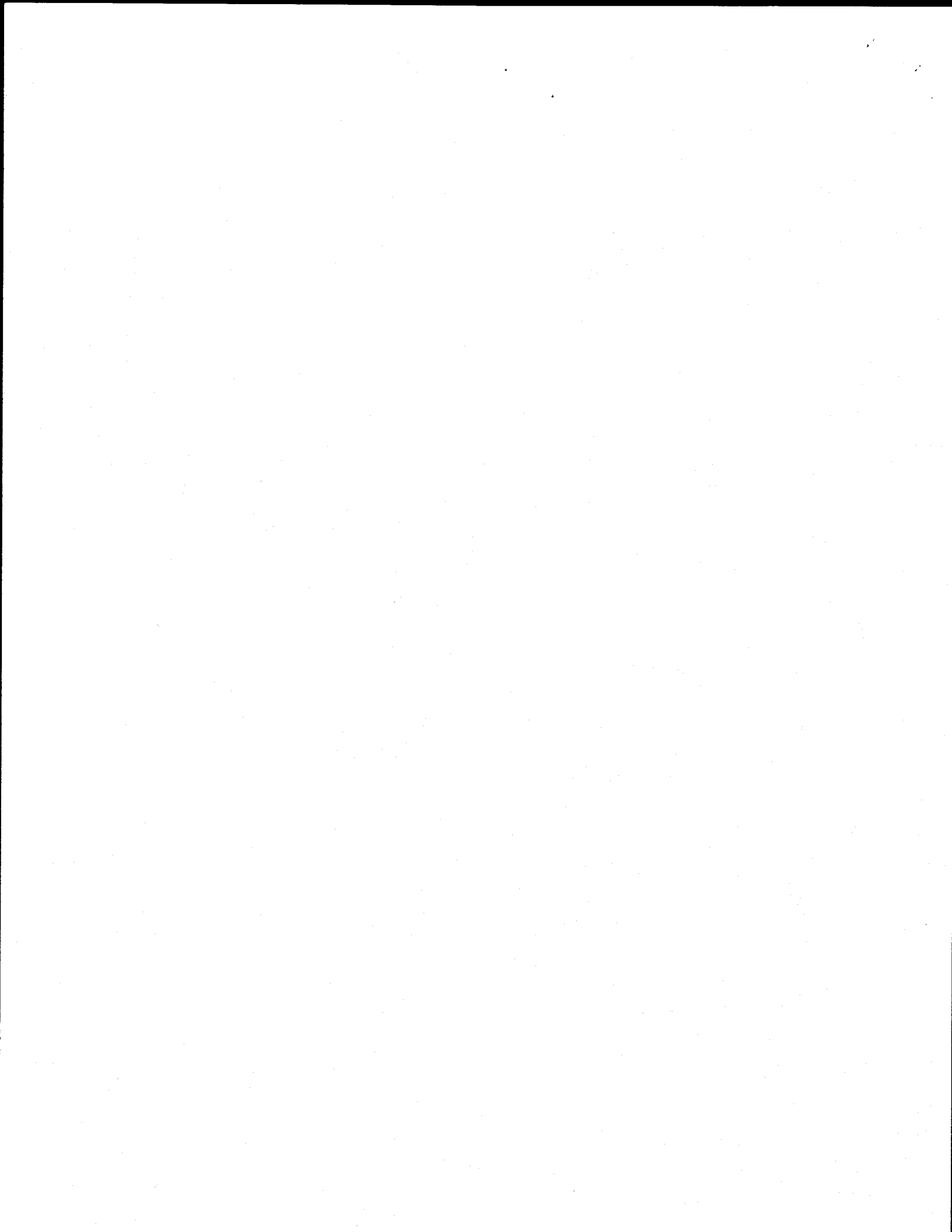
- Field Topography
- Existing Utility Map
- Base Map Preparation
- Utility research and base plan
- Utility Will-Serve Letters; meet with agencies
- Coordinate Dry utility design with agencies

4.0 Assumptions

4.1 EDA will prepare Legals and Plats, where required for dedication of off-site road right of way or other easement, if needed.



- 4.2 DLR Group WWCOT is not responsible for the accuracy of the contents and deliverables of the existing site survey prepared by and EDA consultant.
- 4.3 EDA will provide all assessment and documentation as required under the California Environmental Quality Act (CEQA) and local, state and federal guidelines.
- 4.4 The architect and consultants will have access to the site and the existing facilities.
- 4.5 Adequate utilities are available to the existing building to provide service for this project. If such services do not exist, DLR Group WWCOT will coordinate demand needs with utility agencies.
- 4.6 A Title Report will be available for our use, if necessary. Both, DLR Group WWCOT and the Civil Engineer will review the report and notify EDA of any issues or concerns that may affect the project site. The site is identified by the Riverside County Assessor's Parcel Number APN 145-120-002.
- 4.7 The Riverside County EDA Design and Construction Division will perform the Plan Check of the Construction Documents and Specifications. Contract documents will be reviewed concurrently by the Riverside County Transportation Department, Riverside County Flood Control, Fire Department, Environmental Health Department and Riverside County Counsel. DLR Group WWCOT will coordinate submittals with these agencies.
- 4.8 EDA will provide Division 0 of the specifications. DLR Group WWCOT will review and make recommendations for modifications. EDA will prepare the following:
 - Notice Inviting Bid
 - Instructions to Bidders
 - Contractor's Proposal
 - Bid Bond
 - Agreement Form
 - Payment Bond
 - Performance Bond
 - Contractor's Certificate Regarding Worker's Compensation
 - General Conditions
- 4.8.1 DLR Group WWCOT will prepare the following specialty specifications:
 - Electronic Files
 - Security
- 4.9 EDA is responsible for the bid advertising and opening. DLR Group WWCOT will assist in the bidding and attend the bid opening.
- 4.10 The construction documents will be prepared as a single phased project.
- 4.11 EDA will provide a flow test report at the nearest fire hydrant to assist the civil engineer in completing the fire flow calculations.
- 4.12 All kitchen equipment will be new and specified by the Food Service Consultant.
- 4.13 The project delivery method will be design-bid-build.



5.0 Excluded Services

The following services are not included as part of this proposal:

- 5.1 Furniture Selection services.
- 5.2 Traffic analysis design or signalization of the intersection.
- 5.3 Utility relocation services have not been included until actual scope of work is determined. Currently, the utility location is unknown until the site survey is developed.
- 5.4 Street lighting design.
- 5.5 Fire Sprinkler System design. The MEP Engineer will provide performance specifications and will review the shop drawing submittal.
- 5.6 Presentation quality models.
- 5.7 Agency Entitlement submittals, reviews, meetings and/or approvals.
- 5.8 Preparation of any California Environmental Quality Act (CEQA) documentation.
- 5.9 Construction staking.
- 5.10 Compaction and Materials Testing.
- 5.11 All bonds, utility charges, public agency fees, and title company fees.
- 5.12 Testing and inspection fees.
- 5.13 Potholing and cost of equipment rental.

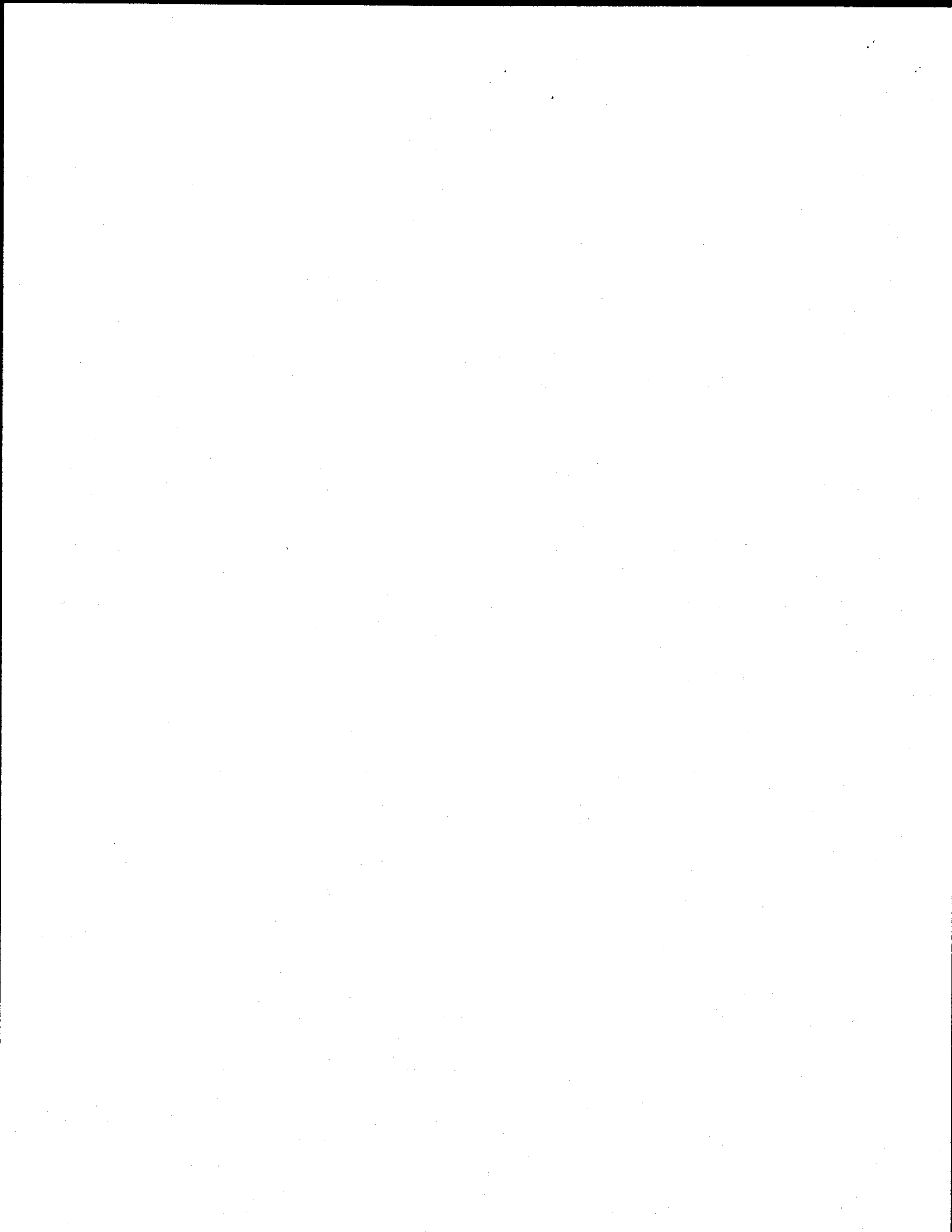
6.0 Proposed Fee

- 6.1 DLR Group WWCOT will provide the services described under the Scope of Work outlined above for a fixed fee of **\$2,118,950** Including reimbursable expenses as defined in Exhibit "B".

6.1.1 The Fee breakdown is as follows:

Basic Services	\$ 1,875,000
----------------	--------------

- Architectural
- Structural
- Mechanical, Electrical and Plumbing
- Cost Estimating
- Civil Engineering
- Landscape Architecture
- Programming
- Food Service
- Reimbursables ("Exhibit B")



Enhanced Services

• Security Design	\$ 176,000
• Energy Modeling	\$ 33,000
• Site Survey	\$ 18,950
• <u>LEED Basic Services</u>	\$ 16,000
Total	\$2,118,950

6.1.2 The breakdown of the fee by phase is attached as Exhibit "D".

6.2 Should there be changes to the scope of the project that affect the fee, we will not proceed without written and signed authorization from EDA for Additional Services. Our hourly rates are defined in Exhibit "C".

7.0 Schedule

7.1 Attached as Exhibit "E", is a draft project schedule, dated January 31, 2012 for your review.

We trust the above proposal meets with your approval. We at DLR Group WWCOT look forward to continuing our successful relationship with you and the Riverside County EDA. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

DLR Group WWCOT



Pamela M. Touschner, FAIA
Principal

Attachments: Exhibits "B", "C", "D" and "E"

cc: DS, File

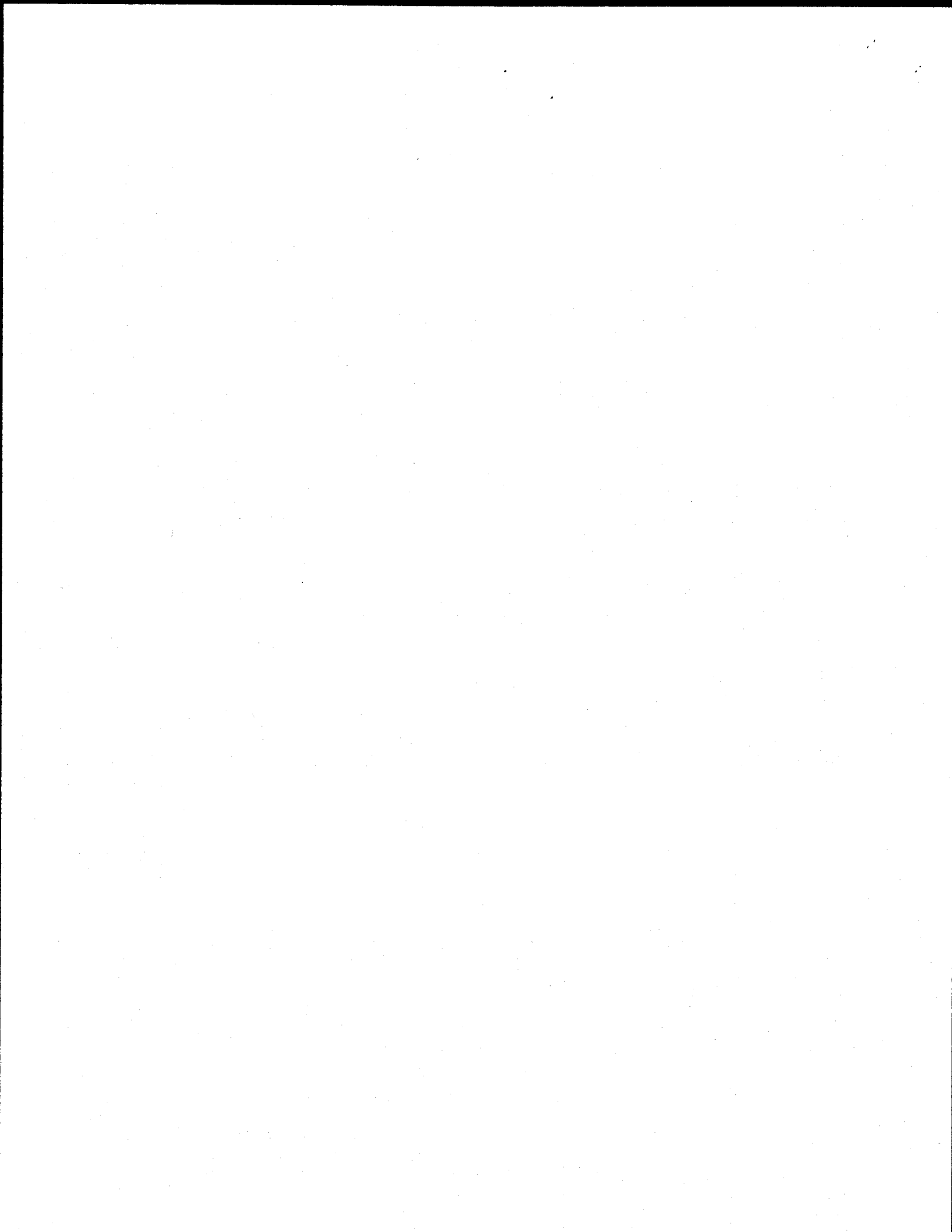


EXHIBIT "B"

1.0 Reimbursable Expenses

1.1 Expenses which may be incurred in conjunction with the project and have been included within our fee are as follows:

- Reproduction of plans, specifications and other related materials for review by A/E team, EDA and submittals to public agencies. We have planned for three (3) sets for each end of phase submittal to EDA and CSA. We have assumed three (3) sets per each local public agency submittal to include both the initial review and back-check review.
- An electronic copy of the bid documents will be sent to the appropriate Reprographics Company for general bidding purposes.
- Once the General Contractor is chosen he/she will be given two (2) reproducible construction document sets.
- During the construction phase, one (1) reproducible of all change order documents will be given to the contractor
- travel expenses inside & outside of Riverside County
- postage
- telephone calls
- facsimile transmissions
- delivery charges for printed documents and express/overnight mailings

Expenses are estimated to be **Forty Five Thousand Dollars (\$45,000)**.

1.2 Reimbursable Expenses, which are not included within our fee and may include the following:

- permit filing fees
- unique presentation of printed material specifically requested by EDA or another public agencies.

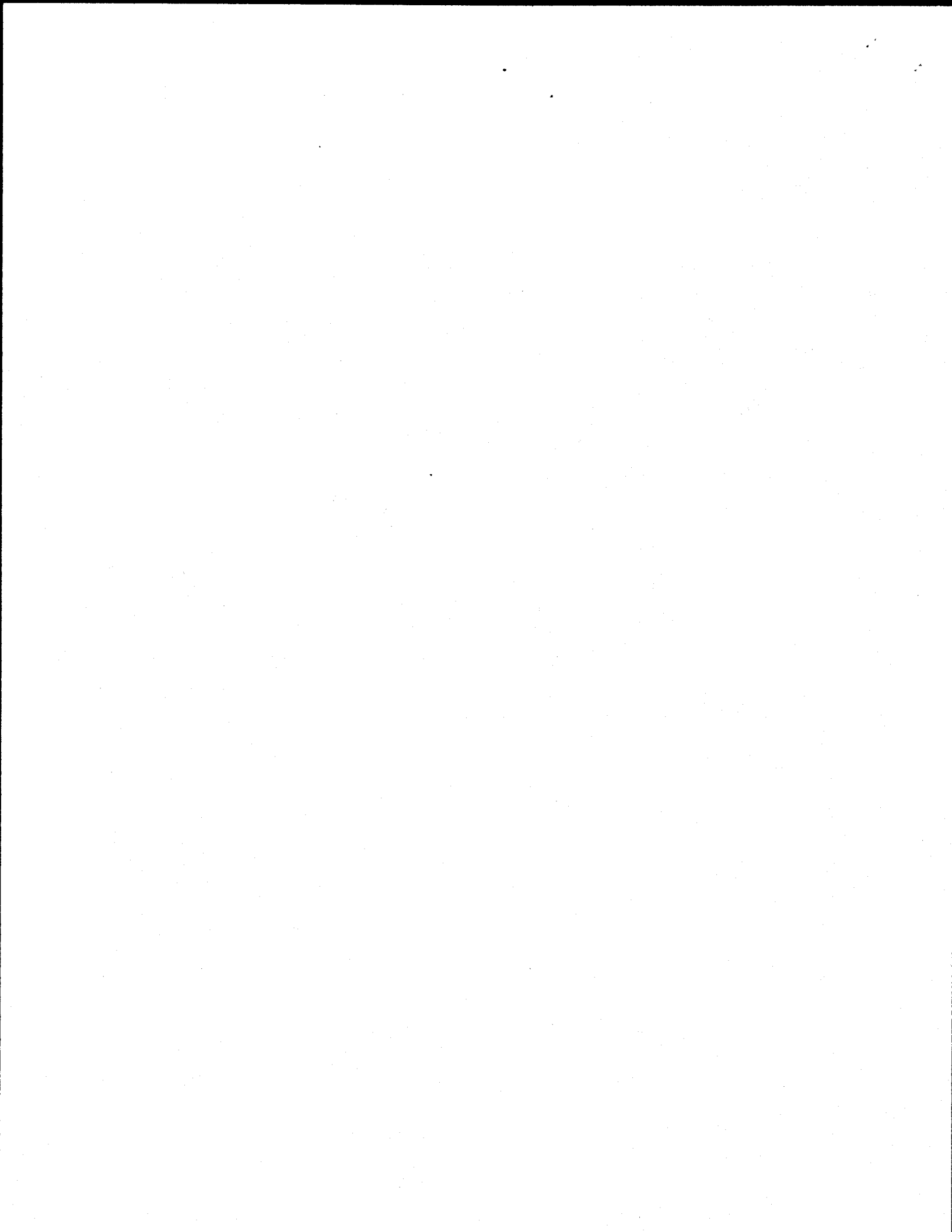


EXHIBIT "C"

1.0 2012 Hourly Billing Rates

1.1 For any additional services that may be authorized by you, our 2012 Billing Rates will apply. These rates are updated on an annual basis.

Architectural

	<u>Rates</u>
Client Leader	\$ 350
Principal	\$ 225
Senior Professional	\$ 165
Professional	\$ 140
Professional Support	\$ 110
Technical	\$ 85
Clerical	\$ 65

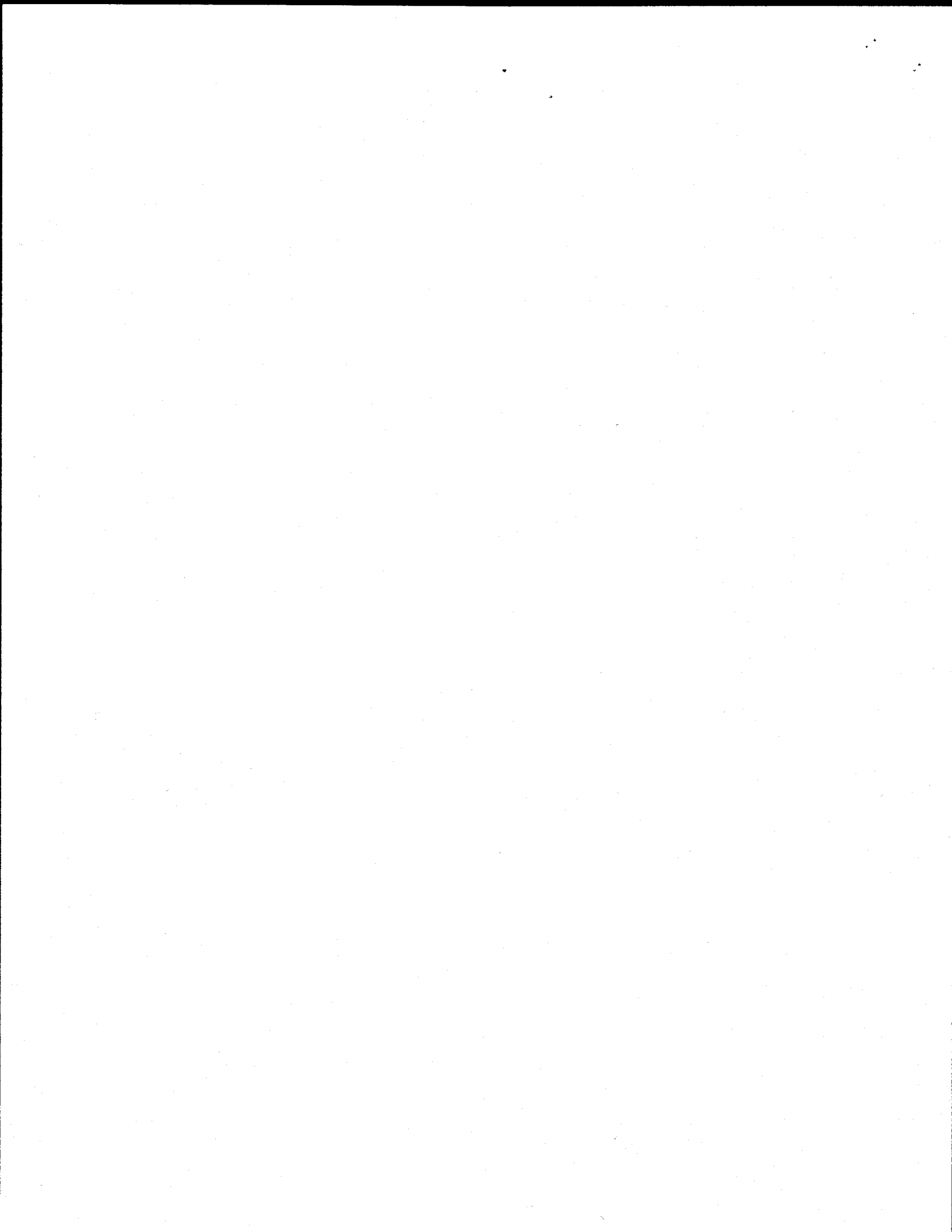


EXHIBIT "D"

1.0 Fee Breakdown by Phase

5%	Programming/Pre-Design	\$105,947
12%	Schematic Design	\$254,274
20%	Design Development	\$423,790
35%	Construction Documents	\$741,633
5%	Permit/Bidding	\$105,947
21%	Construction Administration	\$444,980
2%	Close Out	\$42,379
		<hr/>
	TOTAL	\$2,118,950

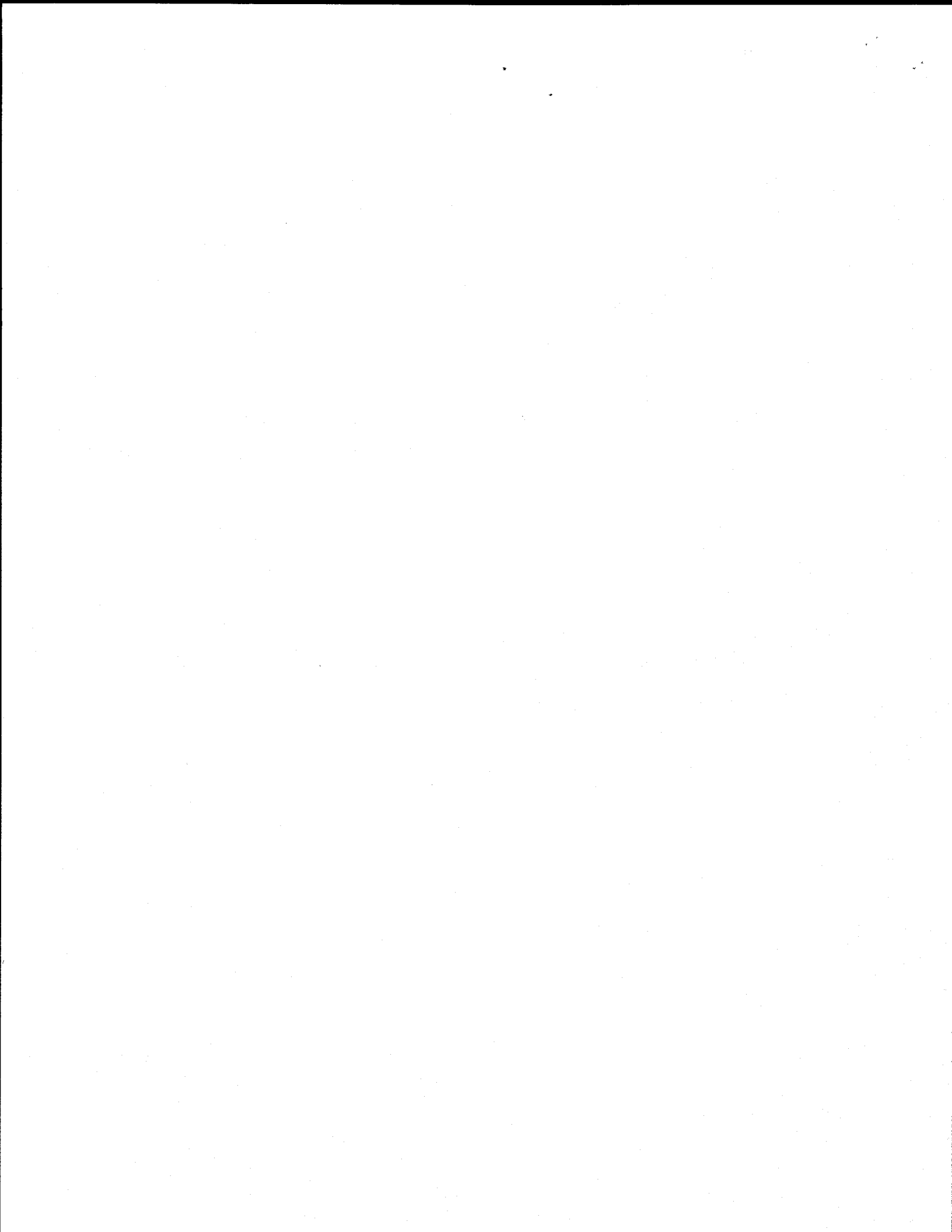
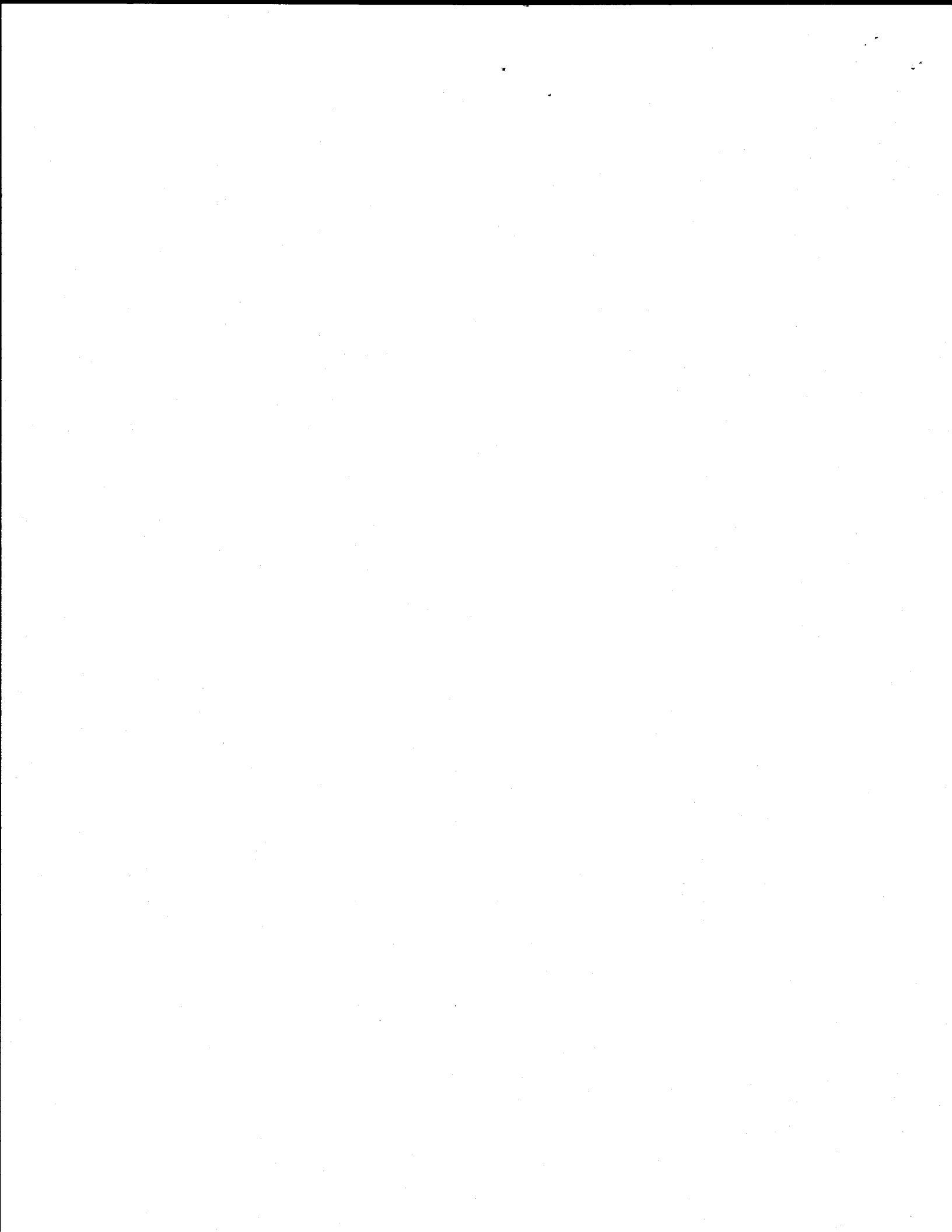


EXHIBIT "E"

See attached project schedule, dated January 31, 2012.



Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	
Program (1)																																							

LEGEND

- Design
- Bidding
- Const
- CSA
- Fire Marshal
- SPWB
- CEQA
- Real Estate
- Riverside County
- DGS

